



Village of Biscayne Park

REQUEST FOR PROPOSALS

FOR

BUILDING PERMIT REVIEW AND INSPECTION SERVICES

AND/OR

MUNICIPAL PLANNING DEPARTMENT

FEBRUARY 2018

Village of Biscayne Park

REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS NOTICE

The Village of Biscayne Park (Village) issued the following Request for Proposals (RFP) Notice pertaining to **“Building Plan Review and Inspection Services and/or Municipal Planning Department”** within the Village. The RFP Notice was advertised in the Miami Daily Business Review on Friday, February 9, 2018, and on the Village’s web site.

NOTICE OF REQUEST FOR PROPOSALS – NO 2018-01

The Village of Biscayne Park is currently soliciting proposal packages for “Building Plan Review and Inspection Services and/or Municipal Planning Department.”

Sealed proposals will be received by the Village Clerk, Village of Biscayne Park, 640 NE 114th St., Biscayne Park, FL 33161, no later than 2:00pm local time on or before Friday, March 2, 2018, at which time bids will be publicly open and read aloud immediately thereafter in the Commission Chambers, 640 NE 114 Street, Biscayne Park, FL 33161 by the Village Clerk. To be considered it will be the sole responsibility of the bidder to clearly mark bid as such, and ensure that the bid reaches the Village prior to the bid opening date and time listed. One (1) original and three (3) copies must be submitted in sealed packaging and clearly marked “Building Plan Review and Inspection Services and/or Municipal Planning Department, RFP 2018-01” on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the bidder. Non-Mandatory Pre-Bid Meeting will be held on Friday, February 16, 2018, 10:00 a.m. local time, in the Village Commission Chambers, 640 N.E. 114th Street, Biscayne Park, Florida, 33161. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified firms can obtain the Request for Proposal through the Village’s website at www.biscayneparkfl.gov, or request additional information by contacting the Village Clerk at (305) 899-8000.

RFP 2018-01

Building Plan Review and Inspection Services and/or Municipal Planning Department

The Village's intent is to retain a contractor to perform Building Plan Review and Inspection Services. Permit application in-take and processing and related clerical duties are performed by in-house Village employees and not part of the services requested. Proposer(s) shall provide services to include:

“Building Plan Review and Inspection Services”

- Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes.
- Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.
- Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC and, very infrequently, landscaping.
- Review plans for compliance with National, State, Village, and Building Code requirements.
- Inspect permitted construction, within Village limits, for compliance with Village codes and permitted plans and specifications.
- Each plan reviewer and inspector must work in the Village each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.
- Maintain records of inspections and investigations. Village inspection forms must be used.
- Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.
- Contact and meet with Village officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.
- Provide services in regard to Unsafe Buildings and the Miami Dade County Unsafe Structures Board.
- Emergency response when requested by Village Officials during duty and after duty hours.

Maintain records of inspections and investigations. Village inspection forms must be used.

Municipal Planning Department Services

The Village is also considering retaining a contractor to serve as the Municipal Planning Department for the Village. Proposers shall provide services to include:

- Zoning / Land use regulation and drafting amendments to land use laws
- Comprehensive Planning
- Community Planning
- Permitting Review

Forms, filing instructions, and specifications may be obtained in the Office of the Village Clerk. Bids will not be accepted from anyone who obtains the bid documents from any other party. This bid is advertised in the Daily Business Review newspaper.

It will be the sole responsibility of the bidder to clearly mark bid as such, and ensure that the bid reaches the Village prior to the bid opening date and time listed. One (1) original and three (3) copies must be submitted in sealed packaging and clearly marked **“Building Plan Review and Inspection Services**

and/or Municipal Planning Department, RFP 2018-01” on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the bidder. Non-Mandatory Pre-Bid Meeting will be held on Friday, February 16, 2018, 10:00 a.m. local time, in the Village Commission Chambers, 640 N.E. 114th Street, Biscayne Park, Florida, 33161.

Pursuant to Florida law, all responses to this REQUEST FOR PROPOSAL are exempt public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida’s public meeting laws.

Proposed may bid on only Building Plan Review & Inspection Services or only Municipal Planning Department or both.

The Village of Biscayne Park reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the Village, or Village may reject proposals and re-advertise.

Contact the Village Clerk, Marlen Martell at 305-899-8000 with any questions concerning this Request for Proposal.

Marlen Martell, Village Clerk Advertised: Friday, February 9, 2018.

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village of Biscayne Park, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Village, or who is deemed irresponsible or unreliable by the Village Commission of Biscayne Park.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed request and the cost. No information derived from Village staff or their assistants shall relieve the Selected Proposer from any risk or from fulfilling all terms of the request.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal, or any point requiring explanation must be inquired into by the Proposer, in writing, at least seven (7) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the Village Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the Village Clerk or Village designee such interpretation in writing. To be considered, such request must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify that he has all addenda before submitting his proposal.

5. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a proposal with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Miami-Dade County, and with the provisions in the Charter and the ordinances of the Village of Biscayne Park. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Sealed bids will be received until Friday, March 2, 2018, at 2:00 p.m. local time, in the Office of the Village Clerk, located in the Biscayne Park Village Hall, 640 N.E. 114th Street, Biscayne Park, Florida 33161. Bids will be publicly opened and read aloud immediately thereafter in the Commission Chambers. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original and three (3) copies must be enclosed in a sealed envelope when submitted to the Office of the Village Clerk, 640 N.E. 114th Street, Biscayne Park, Florida 33161, and

all outer packaging must show the name of the Proposer and be clearly marked **“Building Plan Review and Inspection Services and/or Municipal Planning Department” RFP 2018-01**”. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the Village Clerk as stated above, within the specified time. Any dispute about the timeline of submission shall be resolved against the Proposer.

9. BID BOND: None required.

10. FILLING IN PROPOSALS: All prices must be written in the Proposal. Proposer shall distinctly state the Proposal is, in all respects, fair and without collusion or fraud.

11. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Village of Biscayne Park for a period of ninety (90) days from the date of proposal opening.

12. WITHDRAWALS: Any Proposer may, without prejudice to himself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal.

13. CAUSES FOR REJECTION: No Proposal will be canvassed, considered, or accepted which, in the opinion of the Village Administration, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposal informal.

14. REJECTION OF PROPOSALS: The Village reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the Village that such Proposer is properly qualified to carry out the obligations. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The Village of Biscayne Park reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the Village, or the Village may reject Proposals and re-advertise.

15. AWARD OF PROPOSAL: The Village will award the Proposal to the most responsible and responsive lowest Proposer as determined by the Selection Committee. All meetings of the Selection Committee are public meetings, subject to statutory exemptions. Notice of the meetings will be posted at Village Hall. If a proposer desires direct notice, please advise on the response and provide an email address for such notice.

16. AGREEMENT: Village will enter into agreement with selected vendor(s).

17. PAYMENT: Payment will be made when the product is received and accepted by the Village. Selected Proposer will invoice the Village. The invoice shall be solely for the purpose of documenting payment due and payable to the Proposer, and shall not contain any terms and conditions not disclosed in the Bid.

18. AUDIT OF CONTRACTOR'S RECORDS: Upon award, the Village reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the Village or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The Village may also require submittal of the records, at no cost to the Village, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the Village to assure compliance with the Request for Proposal provisions. Failure of the proposer to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a

subcontractor at the option of the Village. The Contractor shall assure that his subcontractor will provide access to his records pertaining to the project upon request by the Village.

19. QUESTIONS ABOUT THE RFP: Questions regarding the project or the proposal process shall be directed in writing to the Village Clerk, Village of Biscayne Park, 640 N.E. 114th Street, Biscayne Park, Florida 33161 or by fax 305-891-7241 no later than Wednesday, February 21, 2018, at 2:00 p.m. local time.

Failure by the Village to respond to an inquiry shall not excuse a late or incomplete submission.

SECTION 2: GENERAL INFORMATION

1. The Village of Biscayne Park is interested in obtaining proposals for the services of an experienced firm to provide Building Plan Review and Inspection Services and/or Municipal Planning Department Services. The Village wants a Contractor that takes extreme pride in their work and will perform the services in an effective and efficient manner. Selected proposer(s) will provide services to include:

Building Plan Review and Inspection Services

- Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes.
- Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.
- Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC, and very infrequently landscaping.
- Review plans for compliance with National, State, Village, and Building Code requirements.
- Inspect permitted construction, within Village limits, for compliance with Village codes and permitted plans and specifications.
- Each plan reviewer and inspector must work in the Village each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.
- Maintain records of inspections and investigations. Village inspection forms must be used.
- Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.
- Contact and meet with Village officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.
- Provide services in regard to Unsafe Buildings and the Miami Dade County Unsafe Structures Board.
- Emergency response when requested by Village Officials during duty and after duty hours.

Municipal Planning Department Services

The Village is also considering retaining a contractor to serve as the Municipal Planning Department for the Village. Proposers shall provide services to include:

- Zoning / Land use regulation and drafting amendments to land use laws
- Comprehensive Planning
- Community Planning
- Permitting Review

2. The Successful Proposer shall assign a minimum of one plans reviewer/inspector for each discipline(i.e. structural, plumbing, electrical, and HVAC/mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and Appeals. All personnel performing inspection services will have at least three (3) years' experience in their respective disciplines. All personnel performing services will be fluent in English.

3. The Successful Proposer shall provide and maintain the vehicles necessary to perform the services. Successful Proposer shall keep all vehicles clean and in good repair, free from leaking fluids, properly registered and insured, and bear the company name of each side of the vehicle.

4. While performing services, all personnel shall wear a uniform shirt with the name or logo of the Successful Proposer identified on the shirt.

5. All plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department.

SECTION 3: HISTORICAL PERMIT AND PLAN REVIEW ACTIVITY

Table 1: Plan Review (PR) and Inspections (I)

Discipline	2014 (PR)	2014 (I)	2015 (PR)	2015 (I)	2016 (PR)	2016 (I)
Structural	263	263	331	331	360	360
Electrical	63	63	68	68	68	68
Plumbing	60	60	84	84	111	92
Mechanical/HVAC	34	34	66	66	35	35
Total	420	420	549	549	574	555

SECTION 4: CONTRACTOR PERFORMANCE RESPONSIBILITIES

Plan Review: Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

- Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.
- Minor Permits (Commercial and Residential): Five (5) business days for other permits.

SECTION 5: INSURANCE REQUIREMENTS

Contractor and all Subcontractors shall have the proper insurance coverage and documents for this type of project, which will include:

1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. Village shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
2. Worker's Compensation: Contractor shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force in accordance with State Statutes.

3. Business Automobile Liability: Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The Village shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the Village annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
4. Certificates of Insurance: Before Commencing performance of the Agreement, the Contractor shall furnish the Village of Biscayne Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:
 - a) Name of insurance carrier(s)
 - b) Effective and expiration dates of policies
 - c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
 - d) Duplicate Policy or Certificates of Insurance stating that the interests of the Village of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the Village of Biscayne Park may carry in its own name.

SECTION 6: INDEMNITY

The Successful Proposer agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct Successful Proposer, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the Village may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the Village as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

SECTION 7: GOVERNING LAW

Proposers agree that the disputes shall be governed by the laws of the State of Florida. Venue will be Miami-Dade County.

SECTION 8: SELECTION PROCESS

The Selection Committee will evaluate the proposals, references, and company information provided by Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. The score shall be determined by the Committee at a meeting, portions of which that involve presentations by Proposers or question and answer sessions involving Proposers is exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1) (b) or (c), Florida Statutes, may not be disclosed during such meeting.

The Selection Committee will rank proposers on a weighted score. Village will award the work to the most responsive and responsible lowest Proposer.

Table 2

Selection Criteria	Points
Methodology, Management Approach, and Technique	15
Qualifications and Experience of Staff	15
Availability of Personnel and Equipment	15
Experience and History of Firm	15
Financial Stability	15
Price	15
Selection Committee Discretion Based Upon Needs of the Village	10
Maximum Points	100

SECTION 9: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Proof of Company's Financial Stability
- F. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida.
- G. Resume of Building Official and Assistant Building Official
- H. Additional information such as qualifications, references, technical information, and company information, etc.

ATTACHMENT A

“Building Plan Review and Inspection Services and/or Municipal Planning Department – RFP 2018-01”

PROPOSAL FORM

Proposal of

(Company Name)

(Address, City, State, Zip, Phone Number)

TO: Village of Biscayne Park
Attention: Village Clerk
640 N.E. 114th Street
Biscayne Park, FL 33161

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Proposer, and complete the project no later than ninety (90) days after proposal award.

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Table 3: Plan Examiners

Discipline	Normal Duty Hours Price Per Hour	After Duty Hours Price Per Hour
Building Official		
Structural		
Electrical		
HVAC/Mechanical		
Plumbing		
**Landscaping (May use very infrequently)		

Table 4: Inspectors

Discipline	Normal Duty Hours Price Per Hour	After Duty Hours Price Per Hour
Building Official		
Structural		
Electrical		
HVAC/Mechanical		
Plumbing		
**Landscaping (May use very infrequently)		

Table 5: Municipal Planning

Discipline	Normal Duty Hours Price Per Hour	After Duty Hours Price Per Hour
Principal		
Senior Planner		
Associate Planners		

Proposer: _____

Address: _____

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business: _____

List of similar projects, locations, and dates of completion:

Project	Location	Date	Completed	Contact Name	/Phone #
---------	----------	------	-----------	--------------	----------

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Has this company ever failed to complete work awarded to it? If yes, where, when and why?

Have you personally inspected the location of the proposed work? _____

Does this company own the equipment needed to perform this work? _____

Provide Written Description Qualifications: (Attached company brochure or fact sheet, and resumes of key personnel)

Insurance Information:

A. Workmen's Compensation -
limit per accident \$ _____

B. Comprehensive General Liability -
limit per occurrence \$ _____

C. Business and Automotive liability-
limit per occurrence \$ _____

D. Other: \$ _____
(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? _____

If yes, name of Parent company. _____

Names of principals or officers:

Name

Title

Name

Title

Names of principals or officers of Parent Company, if any:

Name

Title

Names of principals or officers of Primary Subcontractor, if any:

Name

Title

Proposer: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

By: _____

Signature

Printed Name, Title

Remainder of page left blank

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Contractor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the contractual services that are under proposal a copy of the statement specified in subsection (1).
 4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2018.

NOTARY SEAL

(Notary Signature)

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Biscayne Park, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)

) SS

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2018.

Notary Seal

Signature of Notary Public

AGREEMENT

BUILDING PLAN REVIEW AND INSPECTION SERVICES

THIS IS AN AGREEMENT, dated the ____ day of _____, 2018, between:
VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter "VILLAGE,"
and
_____, a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2018-01, "Building Plan Review and Inspection Services" was advertised on February 9, 2018, and advised that sealed proposals would be received at the Village Clerk's Office until March 2, 2018, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in the VILLAGE Commission Chambers at 640 NE 114th Street, Biscayne Park, Florida; and,

WHEREAS, CONTRACTOR has been determined to be the a responsible and responsive Proposer for the Project; and,

WHEREAS, the VILLAGE Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Building Plan Review and Inspection Services"; and,

WHEREAS, VILLAGE has determined that entering into this Agreement with CONTRACTOR for the Work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the VILLAGE; and,

WHEREAS, VILLAGE and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Building Plan Review and Inspection Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a proposal dated _____, 2018, which is included and incorporated in this Agreement as Attachment 1, to provide Building Plan Review and Inspection Services. RFP 2018-01, Building Plan Review and Inspection Services, is incorporated in its entirety in this Agreement as Attachment 2.

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to VILLAGE with full knowledge that VILLAGE is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work. CONTRACTOR shall provide services to include:

2.1.1 Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes

2.1.2 Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.

2.1.3 Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC and very infrequently landscaping.

2.1.4 Review plans for compliance with National, State, Village, and Building Code requirements.

2.1.5 Inspect permitted construction, within Village limits, for compliance with Village codes and permitted plans and specifications.

2.1.6 Each plan reviewer and inspector must work in the Village each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.

2.1.7 Maintain records of inspections and investigations. Village inspection forms must be used.

2.1.8 Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.

2.1.9 Contact and meet with Village officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.

2.1.10 Provide services in regard to Unsafe Buildings and the Miami-Dade County Unsafe Structures Board.

2.1.11 Emergency response when requested by Village Officials during duty and after duty hours.

2.2 The Successful Proposer shall assign a minimum of one plans reviewer/inspector for each discipline (i.e. structural, plumbing, electrical, and HVAC/mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and Appeals. All personnel performing inspection services will have at least three (3) years' experience in their respective disciplines. All personnel performing services will be fluent in English.

2.3 The Successful Proposer shall provide and maintain at its expense the vehicles necessary to perform the services. Successful Proposer shall keep all vehicles clean and in good repair, free from leaking fluids, properly registered and insured, and bear the company name of each side of the vehicle.

2.4 While performing services, all personnel shall wear a uniform shirt with the name or logo of the Successful Proposer identified on the shirt.

2.5 All plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

3.1.1 Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.

3.1.2 Permits (Commercial and Residential): Five (5) business days for other permits.

4.0 CONTRACT PERIOD

The initial term of this Agreement is effective on _____, 2018 for one-year with four one-year renewal options upon agreement of VILLAGE and CONTRACTOR.

5.0 CONTRACT PRICE

5.1 Contract prices are identified in CONTRACTOR'S proposal included as Attachment 1 to this Agreement.

5.2 CONTRACTOR shall invoice VILLAGE monthly for services performed.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all SUBCONTRACTORS shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. VILLAGE shall be named as an additional insured. Coverage

must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

7.1.3. Business Automobile Liability: CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The VILLAGE shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the VILLAGE annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.2 Certificates of Insurance: Before commencing performance of the Agreement, the CONTRACTOR shall furnish the VILLAGE of Biscayne Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the VILLAGE of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the VILLAGE of Biscayne Park may carry in its own name.

8.0 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of industry standards for building plan review and inspection services. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.0 MISCELLANEOUS

9.1 Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.5. This Agreement may not be assigned without the prior written approval of the VILLAGE.

9.6 Any use of SUBCONTRACTORS must have prior approval from the VILLAGE.

10.0 PUBLIC RECORDS

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

VILLAGE CLERK

**Village of Biscayne Park
640 N.E. 114th Street
Biscayne Park, FL 33161
(305) 899-8000**

11.0 TERM AND TERMINATION

11.1 It is expressly understood and agreed that the VILLAGE or CONTRACTOR may terminate this Agreement, in total or in part, without cause or penalty, with sixty (60) calendar days' notice. In that event, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.2 The Agreement can be extended for additional one-year periods upon the written approval of the VILLAGE Administrator and CONTRACTOR. The VILLAGE Administrator can approve amendments to this Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For VILLAGE: Village of Biscayne Park
Attention: Marlen Martell, Village Clerk
640 N.E. 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000
Fax: (305) 891-7241

For CONTRACTOR: _____

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the Agreement or shall only be compensated for any services completed as of the date written notice of default is served.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

VILLAGE OF BISCAYNE PARK, FLORIDA

BY: _____
Tracy Truppman, Mayor

ATTEST:

APPROVED AS TO FORM:

Marlen Martell, Village Clerk

John Hearn, Village Attorney

WITNESS:

CONTRACTOR

Signature of Witness

Signature of Corporate President

Printed Name of Witness

Printed Name of Corporate President

Signature of Corporate Secretary

Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)

) SS:

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____ a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper official of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2018.

Notary Seal

Signature of Notary Public

AGREEMENT

MUNICIPAL PLANNING DEPARTMENT SERVICES

THIS IS AN AGREEMENT, dated the ____ day of _____, 2018, between:
VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter "VILLAGE,"
and
_____, a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2018-01, "Building Plan Review and Inspection Services and/or Municipal Planning Department" was advertised on February 9, 2018, and advised that sealed proposals would be received at the Village Clerk's Office until March 2, 2018, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in the VILLAGE Commission Chambers at 640 NE 114th Street, Biscayne Park, Florida; and,

WHEREAS, CONTRACTOR has been determined to be the a responsible and responsive Proposer for the Project; and,

WHEREAS, the VILLAGE Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Municipal Planning Department Services"; and,

WHEREAS, VILLAGE has determined that entering into this Agreement with CONTRACTOR for the Work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the VILLAGE; and,

WHEREAS, VILLAGE and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Building Plan Review and Inspection Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a proposal dated _____, 2018, which is included and incorporated in this Agreement as Attachment 1, to provide Building Plan Review and Inspection Services. RFP 2018-01, Building Plan Review and Inspection Services, is incorporated in its entirety in this Agreement as Attachment 2.

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to VILLAGE with full knowledge that VILLAGE is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work. CONTRACTOR shall provide services to include:

2.1.1 Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes

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2.4 While performing services, all personnel shall wear a uniform shirt with the name or logo of the Successful Proposer identified on the shirt.

2.5 All plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

3.1.1 Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.

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4.0 CONTRACT PERIOD

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5.0 CONTRACT PRICE

5.1 Contract prices are identified in CONTRACTOR'S proposal included as Attachment 1 to this Agreement.

5.2 CONTRACTOR shall invoice VILLAGE monthly for services performed.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all SUBCONTRACTORS shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. VILLAGE shall be named as an additional insured. Coverage

must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

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7.2 Certificates of Insurance: Before commencing performance of the Agreement, the CONTRACTOR shall furnish the VILLAGE of Biscayne Park a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the VILLAGE of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the VILLAGE of Biscayne Park may carry in its own name.

8.0 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of industry standards for building plan review and inspection services. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.0 MISCELLANEOUS

9.1 Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.5. This Agreement may not be assigned without the prior written approval of the VILLAGE.

9.6 Any use of SUBCONTRACTORS must have prior approval from the VILLAGE.

10.0 PUBLIC RECORDS

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**VILLAGE CLERK
Village of Biscayne Park
640 N.E. 114th Street
Biscayne Park, FL 33161
(305) 899-8000**

11.0 TERM AND TERMINATION

11.1 It is expressly understood and agreed that the VILLAGE or CONTRACTOR may terminate this Agreement, in total or in part, without cause or penalty, with sixty (60) calendar days' notice. In that event, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.2 The Agreement can be extended for additional one-year periods upon the written approval of the VILLAGE Administrator and CONTRACTOR. The VILLAGE Administrator can approve amendments to this Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For VILLAGE:

Village of Biscayne Park
Attention: Marlen Martell, Village Clerk
640 N.E. 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000
Fax: (305) 891-7241

For CONTRACTOR:

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the Agreement or shall only be compensated for any services completed as of the date written notice of default is served.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

VILLAGE OF BISCAYNE PARK, FLORIDA

BY: _____
Tracy Truppman, Mayor

ATTEST:

APPROVED AS TO FORM:

Marlen Martell, Village Clerk

John Hearn, Village Attorney

WITNESS:

CONTRACTOR

Signature of Witness

Signature of Corporate President

Printed Name of Witness

Printed Name of Corporate President

Signature of Corporate Secretary

Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)

) SS:

COUNTY OF _____

)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____ a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper official of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County
aforesaid on this ____ day of _____, 2018.

Notary Seal

Signature of Notary Public